

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM645581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Agent		05/06/2021	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	Round 2, LLC, as successor-by-assignment to Learning Curve Brands, Inc.		
Street Address:	4073 Meghan Beeler Court		
City:	South Bend		
State/Country:	INDIANA		
Postal Code:	46628		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2006960	POLAR LIGHTS	
Registration Number:	1875381	AMT	
Registration Number:	0898208	MPC	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6144621093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	1500 Broadway, 29th Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	05/10/2021		
Total Attachments: 3			
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OP \$90.00 2006960

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 6, 2021 ("Release"), is made by **BANK OF MONTREAL**, a Canadian chartered bank, as Agent ("Agent"), in favor of **ROUND 2, LLC** (as successor-by-assignment to **LEARNING CURVE BRANDS, INC.**), an Indiana limited liability company ("Debtor").

WHEREAS, pursuant to that certain Security Agreement dated as of November 3, 2008 (as amended, modified, supplemented or restated from time to time, the "Security Agreement") by and among the Debtor, Agent, and others party thereto and the Trademark Collateral Agreement dated as of November 3, 2008 ("Trademark Collateral Agreement") by and among the Debtor and Agent, Debtor granted to the Agent a continuing security interest in the following property (collectively, the "Trademark Collateral"): (i) each trademark, trademark registration and trademark application listed on Schedule A attached hereto, and all goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application, (ii) each trademark license listed on Schedule A attached hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums, and (iii) all proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reasons of past, present or future infringement of any trademark, trademark registration or trademark application listed in Schedule A attached hereto or of any trademark licensed under a trademark license listed on Schedule A attached hereto or by reason of injury to goodwill associated with any such trademark, trademark registration, trademark application or trademark license, in each case together with the right to use for and collect said damages; and

WHEREAS, the Trademark Collateral Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on November 3, 2008 at Reel 3881 Frame 0852.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent and Debtor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Collateral Agreement.

SECTION 2. Termination and Release. Agent hereby:

(a) terminates, cancels, forever discharges, and releases the continuing security interest in the Trademark Collateral listed on Schedule A attached hereto, including all Trademark Collateral associated with the Trademark Collateral listed on Schedule A attached hereto;

(b) represents and warrants that it has full authority to execute and deliver this Release; and


(c) authorizes the recordation of this Release with the USPTO at Debtor's expense.

SECTION 3. Further Assurances. Agent, at Debtor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral being released hereunder, Agent will, at Debtor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

BANK OF MONTREAL, as Agent

By: 
Name: CHANDRA OWENS
Title: DIRECTOR

Schedule A

**U.S. Trademarks Subject to Security Interest
Granted by Learning Curve Brands, Inc.
In Favor of Bank of Montreal, as Agent
Recorded November 3, 2008 at Reel 3881 Frame 0852**

Trademark Registrations

Mark	Reg. No.	Reg. Date
POLAR LIGHTS	2006960	10/08/1996
AMT	1875381	01/24/1995
MPC	898208	09/08/1970